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10 Attorneys for Plaintiff/Judgment Creditor
11 Wynn Resorts Holding, LLC

12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

14 WYNN RESORTS HOLDINGS, LLC, a Nevada
15 Limited Liability Company,

16 Plaintiff,

17 v.

18 LORI TINGEY, an individual,

19 Defendant.

20 STATE OF NEVADA)
21 COUNTY OF CLARK) ss.
22)

23 Plaintiff/Judgment Creditor WYNN RESORTS HOLDINGS, LLC, by and through Mary
24 Ann Nicholson, its authorized representative, and pursuant to NRS 17.214, first being duly
25 sworn according to law, hereby submits this Affidavit of Renewal of Judgment against
26 Defendant/Judgment Debtor Lori Tingey ("Judgment Debtor").

27 1. I am the Director of Litigation and Claims Administration for Wynn Resorts
28 Holdings, LLC, the Plaintiff/Judgment Creditor in the above-entitled action. I have personal
knowledge of the facts contained in this affidavit and if called to do so, would testify
competently thereto.

2. The Judgment was originally recorded in Clark County, Nevada on February 12,
2007, instrument number 200702120000545.

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Case No. 2:05-cv-01458-LDG-RJJ

**AFFIDAVIT OF RENEWAL OF
JUDGMENT**

1 3. The Judgment was initially entered in this Court, on January 31, 2007, for a total
2 amount of \$109,164.20. See Default Judgment attached hereto as Exhibit "A".

3 4. Neither Judgment Debtor nor anyone on his behalf has made any payments to
4 satisfy any part of the Judgment. There are no outstanding writs of execution for enforcement of
5 the Judgment.

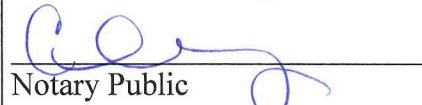
6 5. There are no offsets or counterclaims in favor of the Judgment Debtor.

7 6. The current amount due and owing to date on the Judgment is \$109,164.20.

8 FURTHER, AFFIANT SAYETH NAUGHT.

9
10 
11 MARY ANN NICHOLSON

12 Subscribed and sworn before me
13 this 22nd day of Jan., 2013.

14 
15 Notary Public



16
17 ORDER

18
19 IT IS SO ORDERED.

20 DATED this 29 day of January, 2013.

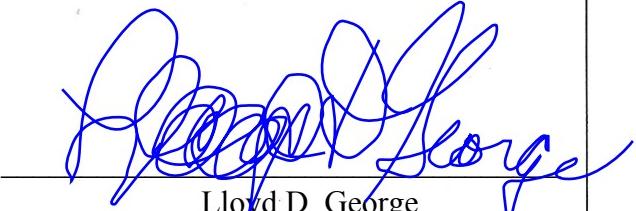
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24 
25 Lloyd D. George
26 Sr. U.S. District Judge
27
28

EXHIBIT A

EXHIBIT A

1 Mark G. Tratos (Bar No. 1086)
2 Ronald D. Green Jr. (Bar No. 7360)
3 Laraine M. I. Burrell (Bar No. 8771)
4 Andrew D. Sedlock (Bar No. 9183)
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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Wynn Resorts Holdings, LLC, a Nevada
Limited Liability Company,

Case No. CV-S-05-1458-LDG-RJJ

Plaintiff,

V.

Lori Tingey, an individual,

Defendant.

DEFAULT JUDGMENT

17 Plaintiff Wynn Resorts Holdings, LLC, having filed a Motion for Entry of Default
18 Judgment against Defendant Lori Tingey pursuant to Rule 55 of the Federal Rules of Civil
19 Procedure; the Defendant having failed to respond to, or answer, Plaintiff's Complaint
20 previously served upon Defendant; the Clerk of the Court having entered Default against
21 Defendant on June 26, 2006; this Court having now given due consideration to Plaintiff's
22 Motion for such judgment as well as papers, pleadings, and exhibits offered in support
23 thereof; and the Court being further fully advised in the matter and there having been no
24 appearance made by Defendant, it is therefore,

25 ORDERED, ADJUDGED and DECREED that Judgment be entered in favor of
26 Plaintiff Wynn Resorts Holdings, LLC, and against Defendant Lori Tingey, on all counts of
27 Plaintiff's Complaint; and, it is further ordered and adjudged that said Judgment shall
28 include the following specific findings of fact and award of specific relief:

- a. Plaintiff Wynn Resorts Holdings, LLC's Wynn marks are famous;
- b. Defendant registered the Infringing Domain Name <wynnmacauresort.org>, <wynnmacauresorts.org>, <wynnmacauresorts.com>, <wynnconventions.com>, <wynnlasvegasencore.net>, <wynnlasvegasencore.com>, <wynnmacauresort.info>, <wynnmacauresorts.net>, <wynnmacauresorts.info>, <wynninvitational.com>, <wynnlereve.com>, <wynnlvencore.net>, <wynnlvencore.com>, <lvwynnhotel.com>, and <wynntickets.com>, <wynnluxurysuites.com> with the bad faith intent to profit from its use of Plaintiff's marks;
- c. Should Defendant's use of the term Wynn continue, Plaintiff will continue to suffer irreparable injury to its good will and reputation which was established through use of the Wynn marks and for which an award of damages would be inadequate.
- d. Should Defendant's use of the term Wynn continue, Plaintiff will continue to suffer irreparable injury as the Wynn marks will lose their capacity to identify its goods and services; i.e., they will be diluted, for which an award of damages would be inadequate;
- e. Defendant acted willfully in her cybersquatting of the Wynn marks; and
- f. Defendant is liable for his/its infringement, dilution, unfair competition and cybersquatting.

THEREFORE, IT IS HEREBY ORDERED that the Defendant Lori Tingey, her respective officers, agents, servants, employees, and/or all persons acting in concert or participation with it, (1) from using Plaintiff's trademarks or confusingly similar variations thereof, alone or in combination with any other letters, words, letter strings, phrases or designs, in commerce or in connection with any business or for any other purpose (including, but not limited to, on web sites and in domain names); and (2) from registering, owning, leasing, selling or trafficking in any domain name containing Plaintiff's trademarks or confusingly similar variations thereof, alone or in combination with any other letters,

1 words, phrases or designs;

2 IT IS FURTHER ORDERED that the current registrar of the
3 <wynnmacauresort.org>, <wynnmacauresorts.org>, <wynnmacauresorts.com>,
4 <wynnconventions.com>, <wynnlasvegasencore.net>, <wynnlasvegasencore.com>,
5 <wynnmacauresort.info>, <wynnmacauresorts.net>, <wynnmacauresorts.info>,
6 <wynninvitational.com>, <wynnlereve.com>, <wynnlvencore.net>, <wynnlvencore.com>,
7 <lvwynnhotel.com>, and <wynntickets.com>, <wynnluxurysuites.com> domain names shall
8 immediately unlock and permanently transfer them to Plaintiff;

9 IT IS FURTHER ORDERED that Defendant pay Plaintiff \$1,000 in nominal damages
10 for corrective advertising;

11 IT IS FURTHER ORDERED that Defendant pay Plaintiff statutory damages of
12 \$100,000;

13 IT IS FURTHER ORDERED that Defendant pay Plaintiff's attorneys' fees and costs
14 in the amount of \$8,164.20;

15 IT IS FURTHER ORDERED that Plaintiff's cash deposit of Sixteen Hundred Dollars
16 (\$1,600.00) be released from the Registry Account of this Court and returned to Greenberg
17 Traurig.

18 IT IS FURTHER ORDERED that jurisdiction of this case shall be retained by this
19 Court for the purpose of enforcement of this Judgment.

20 
UNITED STATES DISTRICT JUDGE

21 DATED: 25 January 2007

22 Submitted by:

23 
GREENBERG TRAURIG, LLP

24
25 Mark G. Tratos (Bar No. 1086)
Ronald D. Green Jr. (Bar No. 7360)
26 Laraine M. I. Burrell (Bar No. 8771)
Andrew D. Sedlock (Bar No. 9183)
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